



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		07/25/2011			
Department:		Police Department			
Department Head		Gregory W. Rushin			
Agenda Coordinator (include phone #): <b>Pam Haines, Ext 2538</b>					
<b>CAPTION</b>					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an interlocal cooperation agreement by and between the City of Plano and City of Richardson for jail and detention services for prisoners from the City of Richardson and University of Texas at Dallas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2010-11, 2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	<b>0</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	0	5,000	<b>5,000</b>
BALANCE		0	0	5,000	<b>5,000</b>
<b>FUND(S):    GENERAL FUND</b>					
<p><b>COMMENTS:</b> Approval of this item will result in an additional \$5,000 in Interlocal Revenue to the Police Department for Jail Facility usage. The interlocal agreement also includes a reimbursement from the City of Richardson to the City of Plano Police Department for the food and other prisoner support costs expended by the City of Plano on behalf of the City of Richardson and University of Texas at Dallas prisoners in the estimated amount of \$1,000. The \$5,000 in revenue will be received by Plano at the completion of the detainment period (in FY 2011-12), while the prisoner expenditures shall be billed to Richardson monthly and reimbursed to the City of Plano within 30 days of the billing date. It is expected that this agreement shall not be required longer than four months from the effective date.</p> <p><b>STRATEGIC PLAN GOAL:</b> Interlocal Agreements relate to Partnering for Community Benefit and Safe Large City.</p>					
<b>SUMMARY OF ITEM</b>					
A Resolution approving the terms and conditions of an interlocal agreement by and between the City of Plano and City of Richardson for jail and detention services for Richardson and UTD prisoners while Richardson renovates its municipal jail and detention facility.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution, Memo, Exhibit "A"					



P.O. Box 860358  
Plano, Texas 75086-0358  
972-941-7000  
Fax. No. 972-941-0099

## MEMORANDUM

**DATE:** July 12, 2011

**TO:** Lashon Ross, Deputy City Manager

**FROM:**  Gregory W. Rushin, Chief of Police

**SUBJECT:** Interlocal Agreement for Temporary Detention of Richardson and University of Texas at Dallas Arrestees between the City of Plano and the City of Richardson

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The City of Plano Police Department (PPD) and the City of Richardson Police Department (RPD) have had a close working relationship for many years. The most common example is our joint participation in the Plano/Richardson Police Training Center. In March of this year we were approached by Chief Jim Spivey of the RPD who requested our assistance in the detention of persons who were arrested by the RPD and the University of Texas at Dallas Police Department (UTD PD), while the Richardson Detention facility undergoes minor remodeling and renovation. Further for clarification, the UTD PD has had an interlocal agreement with the RPD for many years whereby the RPD provides detention services for those individuals arrested by the UTD PD.

Since March the agencies have engaged in numerous planning sessions for this event. An Interlocal Agreement was developed by and between the two agencies with the assistance of each agency's legal advisors. It is our belief that our assistance to the RPD will continue to promote our long standing relationship of mutual assistance and serve the public interest.

Briefly, the Interlocal Agreement will be effective upon execution by all three agencies. Remodeling of the Richardson Detention Facility is expected to begin on or about August 4, 2011 for a period of four months, or less if the remodeling is completed sooner. Further, RPD and UTD PD personnel will abide by all rules and regulations of the PPD Detention Center. Further, RPD detention personnel will be stationed 24/7 during this agreement in the Plano Detention Center to handle RPD arrestees. Furthermore, the PPD will be responsible for the feeding of RPD arrestees with the cost of meals reimbursed by the RPD and upon the expiration of this agreement the City of Richardson will pay the City of Plano the sum of Five Thousand Dollars (\$5,000.00).

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and City of Richardson for jail and detention services for prisoners from the City of Richardson and University of Texas at Dallas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform governmental functions and services under the terms thereof; and

**WHEREAS**, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between City of Plano and City of Richardson, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

**WHEREAS**, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his designee to execute it on behalf of the City of Plano.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:**

**Section I.** The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, are hereby in all things approved.

**Section II.** The City Manager or his authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

**Section III.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 25th day of July, 2011.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"

STATE OF TEXAS           §  
                                  §     INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN  
                                  §     THE CITY OF RICHARDSON AND THE CITY OF PLANO  
COUNTIES OF DALLAS §     RELATING TO JAIL AND DETENTION SERVICES  
AND COLLIN               §

This interlocal cooperation agreement (the "Agreement") is by and between the City of Richardson, Texas, a Texas home rule municipality ("Richardson") and the City of Plano, Texas, a Texas home rule municipality ("Plano") (Plano and Richardson collectively the "Parties" or singularly a "Party") acting by and through their respective authorized representatives

**RECITALS:**

**WHEREAS**, Plano owns and operates a municipal jail and detention facility located in Plano, Texas (the "Plano Facility"); and

**WHEREAS**, Richardson and the University of Texas at Dallas ("UTD") have entered into an interlocal cooperation agreement pursuant to which Richardson provides jail and detention services for UTD; and

**WHEREAS**, Richardson intends to renovate its jail and detention facility (the "Richardson Facility") and desires to temporarily use the Plano Facility to detain and house persons arrested by the Richardson Police Department (the "RPD") and the UTD Police Department ("UTD PD") during such renovation; and

**WHEREAS**, Plano agrees to provide Richardson with space in the Plano Facility to detain and house persons detained and arrested by the RPD and UTD PD; and

**WHEREAS**, Chapter 791, the Interlocal Cooperation Act (the "Act"), of the Texas Government Code authorizes units of local government to contract with one or more other local governments to perform governmental functions and services under the terms of the Act; and

**WHEREAS**, police protection and detention services are governmental functions and services pursuant to § 791.003 of the Act; and

**WHEREAS**, Plano and Richardson find that it is in the public interest to enter into this agreement;

**NOW, THEREFORE**, upon and for the mutual consideration stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **Article I. Definitions**

Whenever used in this Agreement, the following terms shall have the following meaning ascribed to them:

“Effective Date” shall mean the last date of execution hereof.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such Party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials or labor, that directly and materially affect a Party’s performance under this Agreement.

“Plano” shall mean the City of Plano, Texas.

“Plano Facility” shall mean the Plano municipal jail and detention facility located in Plano, Texas.

“PPD” shall mean the Plano Police Department.

“Richardson” shall mean the City of Richardson, Texas.

“Richardson Facility” shall mean the Richardson municipal jail and detention facility located in Richardson, Texas.

“RPD” shall mean the Richardson Police Department.

“RPD Prisoners” shall mean persons detained or arrested by the RPD and/or the UTD PD and who are placed into the Plano Facility.

## **Article II Term**

2.1 The term of this Agreement shall begin on the Effective Date and shall continue until earlier of: (i) the date a certificate of occupancy is issued by Richardson for the Richardson Facility following completion of the renovation thereof; or (ii) the end of the fourth month following the Effective Date, unless sooner terminated as provided herein.

2.2 Either Party may terminate this Agreement without liability by providing the other Party thirty (30) days prior written notice thereof.

### **Article III Purpose**

The purpose of this Agreement is to provide the terms and conditions under which persons arrested by the RPD and UTD PD may be detained and housed at the Plano Facility as well as the respective responsibilities of the RPD, UTD PD and PPD during the temporary use of the Plano Facility by Richardson and the UTD PD.

### **Article IV Detention Operations**

4.1 Plano Facility Rules. Placement of RPD Prisoners in the Plano Facility shall comply with the PPD rules, procedures, regulations and general orders relating to the detention and jail of prisoners at the Plano Facility (the "Plano Procedures"). The RPD acknowledges it has reviewed and is familiar with the Plano Procedures. The Parties shall mutually develop and adopt a specific standard operating procedure concerning the booking and detention of RPD Prisoners and the responsibilities and duties of the PPD and RPD personnel (the "Standard Operating Procedure"). The care, custody and welfare of the RPD Prisoners shall be governed by the Standard Operating Procedure except as may be otherwise provided in this Agreement.

4.2 RPD Book-In of Prisoners. (a) The RPD shall at all time be responsible for the book-in of RPD Prisoners placed into the Plano Facility. PPD shall designate an area(s) to complete book-in procedures for RPD Prisoners. The RPD shall be responsible for RPD Prisoners until such persons are released or transported from the Plano Facility.

(b) The personnel transporting RPD Prisoners to the Plano Facility shall: (i) notify the PPD Communications and the RPD book-in personnel prior to arrival at the Plano Facility; (ii) deliver RPD Prisoners to the sally port entrance of PPD at which time the RPD book-in personnel on duty shall complete the book-in of RPD Prisoners; (iii) search RPD Prisoners for weapons or contraband in the presence of PPD; and (iv) be responsible for the custody of any evidence or contraband found on any RPD Prisoner. PPD shall be responsible for custody and care of any personal property found on RPD Prisoner, which shall be returned to such person upon release from the Plano Facility.

(c) The RPD book-in personnel shall be responsible for the completion of RPD Prisoner book-in paperwork and a digital photograph of the RPD Prisoner. PPD personnel will complete courtesy hold paperwork for RPD inmates housed in the Plano Facility per PPD SOP. RPD book-in personnel will complete a CR-45 ten print fingerprint card for all RPD Prisoners with misdemeanor Class B, Class A or felony charges, which shall be returned to RPD book-in personnel for filing of appropriate paperwork.

(d) RPD book-in personnel shall provide PPD personnel a copy of the arrest report for each RPD Prisoner and a listing of any medical conditions, suicidal tendencies, or other special needs of the RPD Prisoner. The medical and mental health history is included in the courtesy hold paperwork. The RPD Prisoner arrest report shall be attached to the PPD courtesy

hold paperwork. The PPD on-duty supervisor will maintain the right to refuse a prisoner with an existing medical condition which necessitates immediate transport to a medical facility.

(e) PPD personnel shall issue RPD Prisoners a blanket and mattress for use during the detention, and assign a holding cell number, which shall be documented in the RPD Prisoner Log. RPD Prisoners shall be allowed to place local telephone calls within four hours of arriving in the PPD Facility as long as they are not a danger to themselves or PPD or RPD personnel. In such event, such RPD Prisoners will be allowed to use of the telephone as soon as such persons are cooperative and no longer deemed dangerous. Telephone usage and numbers shall be documented on the applicable Prisoner Status Log.

4.3 Detention or Holding Cells. The PPD shall designate detention and holding cells for the housing of RPD Prisoners when possible depending on available space in the Plano Facility. The RPD shall use the designated detention and/or holding cells unless otherwise directed by the then on duty PPD supervisor of the Plano Facility. RPD Prisoners shall be issued RPD uniforms to distinguish them for PPD inmates.

4.4 RPD Personnel. The RPD shall provide and maintain at the Plano Facility a minimum of two (2) personnel at all times for the book-in, placement and supervision of RPD Prisoners into the Plano Facility. The personnel of the RPD, UTD PD and the PPD shall at all times be under the supervision of their respective chains of command.

4.5 Magistrate of RPD Prisoners. (a) Richardson shall provide one or more magistrates to arraign the RPD Prisoners at the Plano Facility on a 24/7 basis. Richardson shall cause each of the RPD Prisoners to be arraigned within 48 hours after detention at the Plano Facility. Written confirmation shall be provided to the PPD as each RPD Prisoner is arraigned. **All RPD Prisoners shall be transferred from custody of the Plano Facility within 48 hours after their arrival.**

(b) The Richardson magistrates shall follow the Standard Operating Procedures and the Plano Facility Rules in regard to the safety and security of the Plano Facility and the prisoners when arraigning RPD Prisoners. The Richardson magistrates shall not interfere with, or direct PPD personnel at any time. The RPD book-in personnel shall maintain the original arraignment form and provide a copy to the PPD then on duty supervisor to be maintained with the RPD Prisoner custodial record form.

4.6. Feeding. PPD shall be responsible for the normal feeding of RPD Prisoners detained in the Plano Facility. PPD shall on the 5<sup>th</sup> day of each month send a monthly written invoice to the RPD for the costs of meals provided to RPD Prisoners for the previous ending calendar month. RPD shall pay such invoice within thirty (30) days after receipt thereof.

4.7 Medical Treatment. PPD shall be responsible for the care, custody and medical treatment of RPD Prisoners while housed in the Plano Facility. RPD shall be responsible for transporting RPD Prisoners to and from the Plano Facility for routine medical examination and treatment. In the event of a medical emergency Plano EMS and Fire shall transport such RPD Prisoner. When a RPD Prisoner requests medical care, the PPD shall request the Plano Fire

and/or EMS personnel evaluate such RPD Prisoner and RPD book-in personnel shall request a patrol officer be dispatched immediately to take custody of RPD Prisoners either at the jail or at the hospital. Plano Fire and/or EMS personnel shall transport any RPD Prisoner deemed in need of immediate emergency medical treatment. If a patrol officer has not arrived to escort the RPD Prisoner to the hospital with the ambulance, a PPD officer will ride with the RPD Prisoner in a medical emergency. Once at the hospital, PPD shall not be responsible for the custody or care of the RPD Prisoner. The patrol officer requested by RPD shall meet the arriving ambulance at the hospital to take custody of the RPD Prisoner. RPD will be responsible for the care and administration of approved medications or special diets deemed necessary for any RPD Prisoner.

4.8 Release and Transport. (a) The RPD shall provide written documentation via TCIC Teletype to the PPD authorizing the release of any RPD Prisoner, a copy of which shall be attached to the RPD Prisoner custodial record form, and the PPD Courtesy hold paperwork. RPD book-in personnel shall be responsible for any and all releases of RPD Prisoners.

(b) Except as provided in section 4.7, RPD shall be responsible for any and all transports of all RPD Prisoners.

(c) All bonds and fines of RPD Prisoners shall be the responsibility of RPD book-in personnel and shall not be accepted by the PPD at the Plano Facility.

4.9 Service Fee. Richardson shall, on or before the expiration of the term of this Agreement, pay the sum of Five Thousand Dollars (\$5,000.00) to Plano for the services provided herein.

## **Article V Liability/Immunity**

5.1 Handling of Claims. Each Party agrees to the extent authorized under the Constitution and the laws of the State of Texas, to be fully responsible for any and all claims for damages, costs, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement, including but not limited to its acts of negligence or omission in the arrest, book-in and detention for their respective prisoners. Each Party, to the extent allowed by law and without waiving any rights, defenses or protections provided therein, agrees to be responsible for its own acts of negligence.

5.2 Joint Liability. In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity or defense available to any Party individually under Texas law. Plano shall be responsible for its sole negligence. Richardson shall be responsible for its sole negligence. The provisions of this section are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

5.3 Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or

defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto. To the extent authorized under the Constitution and laws of the State of Texas, and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official's liability, if applicable, or maintain a comparable self-insurance program.

#### 5.4 Insurance.

(a) Each Party shall, during the term of this agreement, obtain and maintain insurance coverage required by this section. Limits of insurance required by this section can be in any combination of underlying and excess coverage inclusive of self-insured retention.

- (i) commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (ii) commercial automobile insurance covering any automobile used in performance of this Agreement with a minimum limit of \$1,000,000 per accident;
- (iii) workers' compensation insurance at statutory limits;
- (iv) employers liability insurance with minimum limits of \$1,000,000 per accident, \$1,000,000 each employee by disease and \$1,000,000 policy limit by disease;
- (v) Law Enforcement Liability insurance with minimum limits of \$1,000,000 each wrongful act.

(b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the other Party, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the other Party for cancellation or non-renewal of the insurance; (3) provide for a waiver of subrogation against the other Party for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Each Party shall provide written notice to the other Party of any material change of, or to, the insurance required herein.

(c) All insurance companies providing insurance coverage required by this section shall be authorized to transact business in Texas and rated an "A" by AM Best or other equivalent rating service.

(d) A certificate of insurance evidencing insurance coverage required by this section shall be submitted by each Party as prescribed in section 6.2 of this Agreement.

(e) Copies of all endorsements, additional insured endorsement and waiver of subrogation endorsement shall be submitted by each Party as prescribed in section 5.4 of this Agreement.

## **Article VI Miscellaneous**

6.1 Binding Agreement; Assignment. The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement may not be assigned by a Party without the prior written consent of the other Party.

6.2 Notices. Any notice required or permitted to be delivered hereunder shall be deemed received three days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered to the following addresses:

If intended for Richardson, to:

Attn: City Manager  
City of Richardson  
411 W. Arapaho Road  
Richardson, Texas 75080

With copy to:

Attn: Chief of Police  
City of Richardson, Texas  
140 N. Greenville Avenue  
Richardson, Texas 75081

With copy to:

Peter G. Smith  
Nichols, Jackson, Dillard, Hager & Smith, LLP  
1800 Lincoln Plaza  
500 N. Akard  
Dallas, Texas 75201

If intended for Plano, to:

Attn: City Manager  
City of Plano, Texas  
1520 Avenue K  
Plano, Texas 75074

With copy to:

Chief of Police  
City of Plano, Texas  
909 E. 14<sup>th</sup> Street  
Plano, Texas 75074

With copy to:

Diane Wetherbee  
City Attorney  
City of Plano, Texas  
1520 Avenue K  
Plano, Texas 75074

6.3 Governing Law. This Agreement will be governed by the laws of the State of Texas, and venue for any action concerning this Agreement will be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.4 Legal Construction. In the event any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.5 Recitals. The recitals to this Agreement are incorporated herein.

6.6 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.7 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.8 Amendment. This Agreement may be amended by the mutual written agreement of the Parties to it.

6.9 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.10 Funding Sources. Each of the Parties hereto paying for the performance of the governmental services provided are making those payments from current revenues available to each of the respective Parties.

6.11 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.12 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

*(Signature Page to Follow)*

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**CITY OF RICHARDSON, TEXAS**

By: \_\_\_\_\_  
Bill Keffler, City Manager

**Approved as to Form:**

By: \_\_\_\_\_  
Peter G. Smith, City Attorney

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**CITY OF PLANO, TEXAS**

By: \_\_\_\_\_  
Bruce D. Glasscock, City Manager

**Approved as to Form:**

By: \_\_\_\_\_  
Diane Wetherbee, City Attorney